



Hop and Vine

Partnering for Success

PO Box 31222 Christchurch ph: (03) 3488278 Fax: 028 2554 1292 accounts@hopandvine.co.nz

Thank you for choosing Hop and Vine Distribution as a supplier to your business.

Attached: Terms of Trade

Please fill in, sign and return the attached document: -

- ◆ please make sure you give the correct spelling for legal name and if different, the trading name.
- ◆ sign on both sides of the agreement, once saying you understand and agree to the terms of trade and once in part (6) as relates to a guarantor.

Process for new accounts:

- ◆ Fill in and return of new account form
- ◆ Credit check done
- ◆ Securities lodged with Companies Office
- ◆ Confirmation call or email that your account is open.

Payments:

Direct credit to our account noted on all Invoices and Statements.
Direct Debit – complete and return the attached Direct Debit form.
Cheque – Posted to PO Box 3222, Ilam Christchurch
Credit Card Or Paypal – pay online via our invoice link.
2.5% Interest charge applies to all Credit card or Paypal payments.

NB: Hop and Vine are unable to process credit card payments direct.

We look forward to a long and productive relationship with you.

Kind regards

Carole Mitchell
Office Manager
Hop and Vine Distribution



Distributing wines & beers for the discerning

PO Box 31222
Ilam, Christchurch 8444
Ph: 03 342 3228
Fax: 03 342 3488
Mobile: 0274 330 687
Email: info@hopandvine.co.nz
Web: www.hopandvine.co.nz

Application for Credit

Account No: _____

Registered Company Name: _____

Trading Name: _____

Type of Business entity (please circle) - Partnership - Sole Trader - Ltd Company - Trust

Postal Address: _____

Delivery Address: _____

Contact Name: _____

Telephone No: _____ **Fax No:** _____ **Mobile:** _____

Email address Invoices / contact: _____

Email address Accounts: _____

I would like a email update of keg & or bottle stock (tick) YES NO

If Yes preferred email address to send updates _____

Full name and address of major shareholders, partners or sole trader:

Trade References:

1. _____ Tel: _____

2. _____ Tel: _____

Accountant: _____ Tel: _____

Solicitor: _____ Tel: _____

I have read and agree to the Terms of Trade set out overleaf

Customer's Signature: _____ Date: _____

Print Name: _____

Hop and Vine Limited

TERMS OF TRADE

Hop and Vine Limited (“HVL”) supplies all goods to every customer (“the customer”) subject to the following terms and conditions of sale. HVL reserves the right to amend these terms at any time.

1. Goods are supplied by HVL and will be accompanied by a priced packing slip. Invoices and statements for goods will be sent from Hop and Vine Distribution Limited.
2. Payment to be made directly to HVL with the customer adhering to the Terms of Trade which are payment to be made on or before the 20th of the following month after date of invoice.
3. Interest will be incurred on unpaid accounts at the rate of 2.5% per month or part thereof calculated on a daily basis from the due date until payment of the account in full.
4. The customer hereby irrevocably authorises any person or company to provide HVL with such information as it may require in response to its credit enquiries. (b)The customer further authorises HVL to furnish to any third party details of this application and any subsequent dealings the customer may have with HVL if HVL is required to take action for non-payment of an account.
5. Unless the customer raises any objection to the balance outstanding on any statements within 20 days of the date of issue of that statement the customer shall be deemed to have accepted the balance shown on that statement as being correct. (b) In the event of payment default the customer agrees to pay all legal and other incidental expenses incurred in respect of recovery of the debt (c) HVL reserves the right to close an account or require customers to purchase goods on a cash only basis.
6. Until all sums owing by the customer to HVL have been paid in full and whether or not ownership has passed to the customer, HVL shall have a security interest in all goods and in all of the customer’s present and after acquired property.
7. If and when any goods are sold by the customer in the ordinary course of the customer’s ordinary business prior to payment to HVL, then the proceeds of the sale shall be subject to a security interest in favour of HVL, and shall be held by the customer as agent for HVL.
8. Prices are subject to change without notice.
9. The customer agrees, to the maximum extent permitted by law, that no warranty or condition shall be implied against HVL by any statute, common law or otherwise and no representation, express condition or warranty shall be binding on HVL unless it is in writing and signed for or on behalf of HVL and in no circumstances will HVL be liable to the customer for any expenses, costs or damages (whether foreseeable or not) resulting from the supply of goods.
10. **Guarantee**
In exchange for HVL agreeing to supplying this service or product to the customer the guarantor, guarantees to HVL payment of all money owed to HVL and performance of all obligations under the agreement. The guarantee will be binding on the guarantor, even if the terms of the agreement are changed or not strictly enforced. This guarantee will continue until all the money owed to HVL under the agreement is paid back in full and the purchaser fulfills all other obligations under the contract.

Signature of Guarantor.....

Name and address of Guarantor (printed)

Direct Debit Authority

Name of my account to be debited (acceptor) <input type="text"/>				Initiator's Authorisation Code 0645557	
Name of my bank: <input type="text"/>					
<input type="text" value="0"/> <input type="text" value="0"/>	<input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/> <input type="text" value="0"/>	Approved 4555 05/16	
Bank	Branch	Account	Suffix		

From the acceptor to *[insert name of acceptor's bank]* (my bank):

I authorise you to debit my account with the amounts of direct debits from **HOP AND VINE DISTRIBUTION LTD** with the authorisation code specified on this authority in accordance with this authority until further notice.

I agree that this authority is subject to:

- The bank's terms and conditions that relate to my account, and
- The specific terms and conditions listed below.

Please include the following information on my bank statement:

Authorised signature/s: _____	Date: ____ / ____ / ____
--------------------------------------	---------------------------------

Specific conditions relating to notices and disputes

I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 10 calendar days before the date of the debit.

If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.